

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCS Forest Products, Inc.		11/08/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GEF Clean Technology Fund, L.P.		
Street Address:	5471 Wisconsin Avenue		
Internal Address:	Suite 300		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2370640	SMARTTRAC	
CORRESPONDENCE DATA			
Fax Number:	(703)720-7399		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7037207033		
Email:	colleen_mcduffie@aporter.com		
Correspondent Name:	Colleen Holcomb McDuffie		
Address Line 1:	1600 Tysons Boulevard		
Address Line 2:	Suite 900		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	20698.009		
NAME OF SUBMITTER:	Colleen Holcomb McDuffie		
Signature:	/Colleen Holcomb McDuffie/		

CH \$40.00 2370640

Date:

11/19/2007

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

WHEREAS, SCS Forest Products, Inc., a Delaware corporation (the “*Grantor*”), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of that certain Subsidiary Security Agreement, dated as of November 8, 2007 (as said agreement may be amended and in effect from time to time, the “*Security Agreement*”), between Grantor and GEF Clean Technology Fund, L.P. (the “*Secured Party*”), Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor to secure the payment of all Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “*Trademark Collateral*”), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark, Trademark registration and Trademark application;
- (2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any such Trademark or Trademark registration, including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademarks and Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration, Trademark Application or Trademark License.

This security interest is granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 8 day of November, 2007.

Grantor:

SCS FOREST PRODUCTS, INC.

By: 

Name: HUGH H. WILLIAMSON, III

Title: CHAIRMAN

Secured Party:

GEF CLEAN TECHNOLOGY FUND, L.P.,
as Collateral Agent

By: Clean Tech Management LLC,
its General Partner

By: GEF Management Corporation, its
Managing Member

By: _____

Name: H. Jeffrey Leonard

Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK

REEL: 003664 FRAME: 0308

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 8 day of November, 2007.

Grantor:

SCS FOREST PRODUCTS, INC.

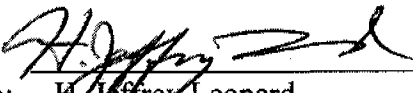
By: _____
Name: _____
Title: _____

Secured Party:

GEF CLEAN TECHNOLOGY FUND, L.P.,
as Collateral Agent

By: Clean Tech Management LLC,
its General Partner

By: GEF Management Corporation, its
Managing Member

By: 
Name: H. Jeffrey Leonard
Title: President

Schedule 1
to
Trademark Security Agreement

TRADEMARKS

Trademark	Registration No.	Registration Date

TRADEMARK APPLICATIONS

LICENSES

Trademark	Registration No.	Registration Date
SMARTTRAC	2370640	07/25/00

TRADENAMES

- MMS
- MMS 2000
- DryTrend
- Pro-Trac
- KMS